

**ENTERED**

August 24, 2018

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
MCALLEN DIVISION

GARMAN INVESTMENTS LLP,

Plaintiff,

VS.

ARCH SPECIALTY INSURANCE  
COMPANY, *et al*,

Defendants.

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CIVIL ACTION NO. 7:17-CV-00391

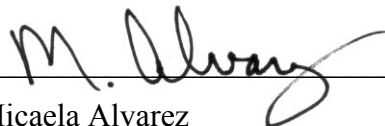
**ORDER**

The Court now considers the “Agreed Motion to Dismiss with Prejudice”<sup>1</sup> filed by Garman Investments LLP (“Plaintiff”) and Arch Specialty Insurance Company (“Defendant Arch Specialty”) announcing to the Court they jointly agree to Plaintiff dismissing its claims against Defendant Arch Specialty, the only remaining defendant in the case. Pursuant to Federal Rule of Civil Procedure 41(a)(2), Plaintiff may request a dismissal by court order on terms the court considers proper.<sup>2</sup> Since the parties have settled the case through alternative dispute resolution, the Court considers the terms of Plaintiff’s request for dismissal proper. Moreover, the Court grants Plaintiff’s request for dismissal with prejudice.

Therefore, the Court hereby **DISMISSES WITH PREJUDICE** Plaintiff’s claims against Defendant Arch Specialty and **ORDERS** the Clerk of the Court to close the case.

IT IS SO ORDERED.

DONE at McAllen, Texas, this 24th day of August, 2018.



Micaela Alvarez

United States District Judge

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<sup>1</sup> Dkt. No. 15.

<sup>2</sup> The Court recognizes Defendant Arch Specialty also agrees to the terms of the agreed motion to dismiss with prejudice. Yet, Federal Rule of Civil Procedure 41(a)(2) provides for dismissal of an action “at the *plaintiff’s* request.” Fed. R. Civ. P. 41(a)(2) (emphasis added).